



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS# 32110-32711
AMENDMENT # 2
CELLULAR DEVICES, SERVICES, AND BUSINESS
SOLUTIONS**

DATE: July 9, 2019

RFQ # 32110-32711 IS AMENDED AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates. Any event time, or date containing revised or new text is highlighted


EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		JUNE 14, 2019
2.	Disability Accommodation Request Deadline	2:00 p.m.	JUNE 19, 2019
3.	Notice of Intent to Respond Deadline	2:00 p.m.	JUNE 20, 2019
4.	Written "Questions & Comments" Deadline	2:00 p.m.	JUNE 27, 2019
5.	State response to written "Questions & Comments"		JULY 9, 2019
6.	RFQ Technical/Cost Response Deadline	2:00 p.m.	JULY 18, 2019
7.	State Notice of Qualified Respondent(s) Released		JULY 26, 2019
8.	RFQ Negotiations (if applicable)		JULY 31, 2019
9.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		AUGUST 7, 2019
10.	End of Open File Period		AUGUST 14, 2019
11.	State sends contract to Contractor for signature		AUGUST 15, 2019
12.	Contractor contract Signature Deadline	2:00 p.m.	AUGUST 23, 2019

2.State Response to Respondents Questions

Question Number	Reference (page/section)	Question	State Response
1		Think I have found an issue. It is in regards to the Unlimited data plan. It is not factored in the evaluation almost as if it's not being asked for but in the Section 1 it is? Can you clarify?	The mentioning of an Unlimited Data Plan in Section 1.1 "Statement of Procurement Purpose" is for the purpose of informing the Respondents of what Plans the State currently uses and not indicative of the Plans that the State is asking the Respondents to address. The State, in Attachment D – Cost Proposal and Evaluation Guide is asking Respondents to bid Custom Cellular Device Service Plan 3 for Smartphones with a minimum of 22GB. If the Respondent wants to also add an Unlimited Voice/Data Plan (not throttled) they may do so in Part 3 of Attachment 3 – Catalog of Wireless Services and Products.
2	Attachment D	On the State's prior RFQ, 32110-32411, the State requested "Device Service Plan 3, Data Stream 200 GB/Month," this plan is not included in the State's new RFQ 32110-32711. Will the State please confirm that this was not an oversight and that this plan should not be included in Vendor's response?	The Data Streaming Plans set forth in Attachment D – Cost Proposal & Evaluation Guide includes Plans from 10GB through 100GB, and an overage charge based on 5GB increments. The Respondent may insert a 200GB Plan under Device Service Plan 4 – Data Streaming in Attachment 3 – Catalog of Wireless Services and Products Part 1.
3	Worksheet Catalog, Part 2	Can the State please confirm whether the request for International Data is for a data device, such as a MiFi, or is it for a Smartphone only?	Yes, the state is requesting the ability to add International Data for data devices, such as MiFi/Jetpacks, iPads, Smartphones, etc.
4	Worksheet Catalog, Part 2	Will the State please provide clarification if it is looking for pricing for calls originating in the US to International Locations or pricing for calls originating in international locations?	Requested pricing is for calls originating in the US to other countries and for calls originating in other countries. The Respondent is to use the space in Attachment 3 (not Worksheet H) to the <i>pro forma</i> contract, Part 2 under International calling to list

			additional monthly plans and any pricing that associated with the plans.
5	Attachment G <i>Pro forma</i> Contract A.5.5	A.5.5. How would the State reconcile the billing conflicts created in the ITSM Platform that would result from this requirement?	State will be responsible for making any necessary adjustments based on reports provided by the vendor.
6	Attachment G <i>Pro forma</i> Contract A.5.5	A.5.5. How would the State manage multiple plan changes on one mobile number in one billing cycle?	State will be responsible for making any necessary adjustments based on reports provided by the vendor.
7	Attachment G <i>Pro forma</i> Contract A.5.5	A.5.5. How would the Vendor get the State's permission to make plan changes, on an as-needed basis, to fulfill this requirement? Will the State provide a designated POC for this requirement? Will the designated POC be available if the overage occurs on a weekend or holiday?	On an as-needed basis, the Vendor will notify state when a plan is adjusted. The state will have a team of people responsible for receiving the overage/plan adjustment notifications. On call would be a State individual should the end of the billing cycle fall on a weekend or holiday.
8	Attachment G <i>Pro forma</i> Contract A.7.3.	A.7.3. Once the transition period has ended, will the State accept prepaid postage recycle envelopes sent from vendor to return devices that are covered A.7.1.?	Yes. However, the state will work with the vendor to put in place procedures for using prepaid postage recycle envelopes to ensure devices are returned and receipt verified, wiped and destroyed according to approved procedures.
9	Attachment G <i>Pro forma</i> Contract A.3.6	A.3.6 – Would the activation of a new line with a free device at the beginning of a Service Year fulfill the requirement of A.3.6?	The state does not expect the vendor to provide a new phone every year. This requirement is only to address devices that become inoperable or will not update to the latest OS.
10.	Attachment G <i>Pro forma</i> Contract A.3.6	A.3.6. – If device is 10 months within service year and is damaged by end user in a way that is not covered by manufacturer's warranty (lost/stolen, water damage, physical damage beyond use)	Yes, we ask for the pricing in the Catalog, Part 2 for the replacement due to damage, lost, etc. non-warranty replacement. The State also recognizes that the pricing may change over time as model availability changes.

		does the State agree to pay for full retail pricing for the replacement device? (Pg 41)	
11.	Attachment G <i>Pro forma</i> Contract A.3.7	A.3.7. – Would the State please define “upgrade”?	Replacement of a device to a newer free phone model.
12.	Attachment G <i>Pro forma</i> Contract A.3.9.1.	A.3.9.1. Is the State’s requirement for Local Expedited Delivery limited to State’s local Business hours? (Pg 42)	Yes.
13.	Attachment G <i>Pro forma</i> Contract A.3.9.1.	A.3.9.1. Can the State please clarify what it means by “inside delivery?” Does inside delivery refer to delivery to the designated State employee or delivery to a mail room or from desk lobby?	Inside delivery will be to a designated State employee or point of contact which will be provided at time of order.
14.	Attachment G <i>Pro forma</i> Contract A.3.9.1.	A.3.9.1. Will the State ensure that vendor is granted access to buildings to ensure the inside delivery requirement is met? (Pg 42)	Yes, in coordination with the designated State employee or point of contact.
15.	Attachment G <i>Pro forma</i> Contract A.3.9.1	A.3.9.1. Will the State provide a designated State employee or point of contact for each designated location to receive all inside deliveries? (Pg 42)	Inside delivery will be to a designated State employee or point of contact which will be provided at time of order.
16.	Attachment G <i>Pro forma</i> Contract A.3.9.1	A.3.9.1. What is the State’s criteria for Local Expedited Delivery (are these emergency orders only)?	The decision to have an order filled by Local Expedited Delivery will be at the state’s sole discretion.
17.	Attachment G <i>Pro Forma</i> Contract General	Please identify the devices used by the State for data streaming? What is the current data usage for data streaming?	Examples, Highway Patrol vehicles, dash cameras, body cameras, surveillance, etc. We do not have data usage metrics available at this time.

18.	Attachment G Pro forma Contract A.14.	A.14 in the State of Tennessee RFQ refers to a template to report all sales/revenue received from State Agencies, local governmental entities, and other qualified entities. However, a separate reporting template was not issued with the rebid RFQ. Please confirm the Reporting Template for the State of Tennessee is still applicable in the rebid RFQ?	 Quarterly_Reporting _Template.xlsx CPO will work with Contractor as to which columns will be applicable to this Contract
19.	Attachment G Pro Forma Contract A.3.6.	Does the State's requirement to replace "inoperable" devices include damage to devices? What foreseeable conditions would render devices inoperable?	A.3.6 of the Spec. only states "During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system." Also see question #10.
20.	Attachment G Pro Forma Contract C.2.2./PG 50	Requires all rates to "include all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor." Surcharges, such as universal service fund, as mandated by federal, state, city, local government, etc. often fluctuate. The State of TN increased the 911 surcharge 16% in 2015. Including surcharges in the rates requires the Contractor to assume surcharges will go up, causing the rates to be inflated, and requires IT work to create custom billing. All this creates cost for the service providers and is ultimately passed on to the State in the rates. Will the State amend this requirement to state the rates are exclusive of taxes and governmental surcharges? Since the State of TN is tax exempt, they will not be charged taxes, only applicable surcharges.	In the "NOTES" following Attachment D Cost Proposal & Evaluation Guide and in Attachment 3 of the Pro Forma – Catalog of services and Products Part 1, it is clear that the pricing listed in the Evaluation Model and in the Catalog of Service Plans are not to contain the Taxes, Fees and Surcharges. These, if applicable, will be a separate line in the invoice as the State recognizes that certain items that make up these Taxes, Fees and Surcharges may change. There is no conflict between this statement and C.2.1, C.2.2, or C.3.
21.	Attachment G	The invoicing requirements	The reference to a single invoice

	Pro Forma Contract C.5.a.2/PG50	utilize the singular term "invoice." Does this infer the State requires a single consolidated invoice for all services billed under this contract? Business Solutions and IoT services are often billed separately from standard mobility charges. Requiring a single consolidated bill requires IT work to create custom billing. All this creates cost for the service providers and is ultimately passed on to the State in the rates. Will the state amend this requirement to allow for multiple invoices?	does not mean that all services are to be consolidated into one invoice. The State wants an invoice by type of service provided. For example, mobility charges on an invoice; Business Solutions on an invoice; etc.
22.	Attachment G Pro Forma Contract A.5.5/PG45	<p>"Contractor shall manage Enrollment Tier Levels to prevent overage charges. If actual usage on any Device is higher than the Service Plan it is enrolled under, the Contract shall:</p> <p style="padding-left: 40px;">(a) Default the Device's Service Plan to the next higher Service Plan</p> <p style="padding-left: 40px;">(b) Revert the Device back to the original Service Plan for the next billing cycle."</p> <p>Who would be responsible for updating the inventory record in the State's ITSM system to prevent this record from erroring out on the bill? Would the State allow the contractor the right to upgrade to a more expensive plan without notification? Please explain more clearly how this process would work.</p>	State will be responsible for making any necessary adjustments based on reports provided by the vendor.
23.	ATTACHMENT B/PG21 B.13	Will the State accept an employee industry experience biography as an alternative to a resume?	Yes
22.	Attachment G Pro Forma Contract	Will eRate customers be eligible to participate under this contract?	No.

	General		
23.	Attachment D/PG 28-30 “Cost Proposal & Evaluation Guide”	While the State has asked for Machine to 2 Machine plans under 1 gig, the State has not included line items in Attachment D for overage charges for exceeding the monthly plan allowances. Will the State consider adding those corresponding line items to Attachment D?	In Part 1 –Catalog of Services and Products there is a place for the overage charges for Machine 2 Machine Data “Device Service Plan 3”. On Page 29 of the Solicitation Document “Device Service Plan 3-Machine 2 Machine Data, Overage Charge for exceeding the monthly Plan Allowance Per 1MB (Data not throttled)” so there is a place to list the overage charge.
24.	General	Vendor would like to request and extension to July 24 th to submit our response in order to adequately answer all points outlined in the RFP.	No, however the due date for Technical and Cost submissions has been extended to July 18, 2019
25.	General	Consistent with the language in the RFQ indicating the intent of the State to provide all qualified respondents with the opportunity to do business with the State, and to increase competition among vendors, would the State make requirements A.6, A.7, and A.8 optional and outside of the pass/fail evaluation?	No
26.	General	In order to increase competition and allow for smaller resellers to bid, would the State confirm that a vendor can move onto Phase II if it does not pass all of the requirements in Attachment A, but can provide a competitive, compelling, and cost effective solution for the State	No
27.	Section A Mandatory Requirements A.7	Carriers do not “service” devices and would not be the manufacturer of devices. Can the State provide example of what type of documentations would satisfy this requirement?	This requirement is not to imply that the Carrier/Respondent repairs or provides maintenance for any of the devices such as phones, MiFi’s, Tablets, etc. The State is asking the Respondent to demonstrate that they provide the types of Services as stated in the “Service Plans” in the Catalog. The documentation can be Contract

			Number with estimated phones, tablets other cellular devices to be supported/provided, Contract Price lists from other States, Federal Government entities, Local government entities, etc.
28.	Attachment A Section A Mandatory Requirements A.8	Would a copy of a current Government Contract Price list be sufficient documentation? Can the State provide example of what type of documentations would satisfy this requirement?	The documentation can be Contract Numbers, Signature page from contract with other entities, Contract Price lists from other States, Federal Government entities, Local government entities, etc.
29.	Attachment B Technical Response & Evaluation Guide B.15(d)	<u>Workforce</u> . Provide the percentage of the Respondent's total current employees by ethnicity and gender. Q. Does State mean only for the State of Tennessee or nationwide?	Either is acceptable
30.	Attachment G Pro Forma Contract – D.9	<u>Nondiscrimination</u> . The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. – Q. What does the State mean by “show proof of nondiscrimination”? Do the existing state and federal postings on worksites cover the posting requirement?	Yes, general posting of the company's Nondiscrimination policies in their facilities is acceptable.
31.	Attachment G Pro Forma Contract D.11	<u>Records</u> . The Contractor shall maintain documentation for all charges under this Contract. The	Such records as financial data pertaining to this Contract; invoices; data supporting Contract

		books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. – Q. What is the scope of records included under this provision?	reporting requirements; phone records; data supporting the Administrative Fee; and any other records that may support the execution of this Contract.
32.	Attachment G Pro Forma Contract D.12	<u>Monitoring.</u> The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives. – Q. What is encompassed in “monitoring and evaluation” under this provision?	The State requires this section in order to ensure that State funds are being properly spent and its contracts are properly informed. This is a mandatory requirement that all State contractors must agree to.
33.	Attachment G Pro Forma Contract D.13	<u>Progress Reports.</u> The Contractor shall submit brief, periodic, progress reports to the State as requested. – Q. What is the scope of progress reports under this provision? Will the request identify the information to be provided? What will be required?	Progress reports may be required as a result of the State and Contractor implementing Business Solutions; Coverage enhancing technology for State occupied buildings; improvements in capacity in campus like environments, etc.
34.	General	What requirements of the RFP have been omitted and what new requirement has been added. We ask to ensure that we do not miss an important change.	Since both documents are in Word, you can run a “compare” and determine the changes.
35.	Section 1.1 Statement of Procurement Purpose	The State currently operates its voice and data spend under two (2) separate contracts: one for voice only services based on a	As of this date, the State anticipates moving the majority of its requirements to “Custom Cellular Device Service Plan 3 for

		flat per minute rate, and a data contract with only two (2) Plans: 2GB and under and an Unlimited Plan. Q. Will the State look to continue with the current contract model they have currently have?	Smartphones” delineated in the Evaluation Model in Attachment D Cost Proposal & evaluation Guide provides the estimated deployment/transition.
36.		May we submit to the State a protected/redacted copy of the responses?	If the Respondents information is Proprietary or forward looking and not available to the public the respondent should not submit the information.
37.	Section 3.1.4 Cost Proposal	Q. May the State clarify the “Qualified Respondents Only” instructions for the cost proposal? Will Respondents only complete Attachment D after we receive the notice of Qualified Respondent	The State considers any Respondent that receives a technical score equal or greater than 40 points (combined score of Attachments B & C), and obtain a cost score within the range of the top five (5) scores—lowest total cost being best followed by next lowest, etc. Both Technical and Cost Proposals are to be submitted at the same time.
38.	Attachment G- Pro Forma Contract A.17	End of Contract Requirements – Q. Can the State confirm that this provision would only apply to devices that have been paid in full?	Yes.
40.	Attachment G Pro Forma Contract – D.11	Records – Can the State provide examples of what they expect to be included in this documentation?	Such records as financial data pertaining to this Contract; invoices; data supporting Contract reporting requirements; phone records; data supporting the Administrative Fee; and any other records that may support the execution of this Contract.
41.	Attachment G Pro Forma Contract– D.12	Monitoring – What does the State contemplate regarding “monitoring” of Contractor’s activities and records?	The State requires this section in order to ensure that State funds are being properly spent and its contracts are properly informed. This is a mandatory requirement that all State contractors must agree to.